

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

**UNITED STATES OF AMERICA,**

**Plaintiff,**

**V.**

**ERIK SCHOTT,**

**Defendant.**

**Case No. 4:20CV1754**

## COMPLAINT

COMES NOW the Plaintiff, UNITED STATES OF AMERICA, on behalf of the U.S. Department of Transportation, by and through its attorneys, Jeffrey B. Jensen, United States Attorney for the Eastern District of Missouri, and Anthony J. Debre, Assistant United States Attorney for said District, and for its Complaint and cause of action against Defendant, ERIK SCHOTT, states as follows:

## JURISDICTION

1. This is a civil debt collection action brought pursuant to the Federal Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701, *et. seq.*

2. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §1345.

**VENUE**

3. Venue is proper in the Eastern District of Missouri pursuant to 28 U.S.C. §1391.

4. Venue is proper in the Eastern Division pursuant to this Court's Local Rule 2.07(A)(1).

**PARTIES**

5. Plaintiff is the United States of America (“Plaintiff”).

6. Defendant Erik Schott (“Defendant”) is a natural person who resides in Franklin County, Missouri within the boundaries of the Eastern District of Missouri.

**COUNT I**

7. Defendant is indebted to Plaintiff in an amount in excess of \$223,804.49, which includes a principal amount of \$223,254.00; interest of \$550.49 that has accrued through May 27, 2020; plus additional sums owed in interest accruing at 1.0% annually, as well as costs and attorneys’ fees accrued while pursuing this action. Attached hereto as Exhibit 1 is the Certificate of Indebtedness dated May 27, 2020.

8. This debt arose in connection with Defendant’s multiple breaches of certain service obligations required under the Service Obligation Contract For United States Merchant Marine Academy (“Contract”), as well as Defendant’s subsequent failure to repay the costs of the education provided by the Federal Government that Defendant received at the United States Merchant Marine Academy (“Academy”), pursuant to 46 U.S.C § 51306, 46 C.F.R § 310.58, 31 U.S.C. § 3717, and 28 U.S.C. § 2415(a).

9. On July 27, 2018, the U.S. Department of Transportation (“DOT”) sent Defendant a Notice of Potential Breach of Service Obligation letter discussing Defendant’s breaches of the Contract and stating some of the risks of default if Defendant did not take action to correct the breaches, including the risk that Defendant would be pursued by the Federal Government to recover the entire cost of Defendant’s education. Attached hereto as Exhibit 2 is the Notice of Potential Breach of Service Obligation letter dated July 27, 2018.

10. Defendant failed to respond to the DOT and failed to correct said breaches.

11. On November 4, 2019, the DOT sent Defendant a Notice of Default Determination letter discussing the various service obligations that Defendant failed to perform under the Contract and seeking reimbursement for the full cost of the education provided to Defendant. Attached hereto as Exhibit 3 is the Notice of Default Determination letter dated November 4, 2019.

12. Defendant failed to respond to the DOT and did not appeal the aforementioned default determination.

13. On February 27, 2020, the DOT sent Defendant a second Notice of Default Determination letter again discussing the various service obligations that Defendant failed to perform under the Contract and seeking reimbursement for the full cost of the education provided to Defendant. Attached hereto as Exhibit 4 is the second Notice of Default Determination letter dated February 27, 2020.

14. Defendant again failed to respond to the DOT and did not appeal the aforementioned default determination.

15. On September 9, 2020, the U.S. Department of Justice (“DOJ”) sent Defendant a Demand for Payment letter seeking payment of the above-referenced debt. Attached hereto as Exhibit 5 is the Demand for Payment letter dated September 9, 2020.

16. Defendant failed to respond to the DOJ.

17. Defendant has failed to repay the aforesaid sums although demand has been duly made.

WHEREFORE, the Plaintiff, UNITED STATES OF AMERICA, prays for judgment against Defendant, ERIK SCHOTT, in sum of \$223,804.49 plus additional sums owed in interest accruing at 1.0% annually, as well as costs and attorneys’ fees accrued while pursuing this action, and for such other and further relief as this Court may deem proper.

DATED: December 11, 2020

Respectfully submitted,

JEFFREY B. JENSEN  
United States Attorney

/s/ Anthony J. Debre  
ANTHONY J. DEBRE #67612 MO  
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**Certificate of Service**

The undersigned hereby certifies that on December 11, 2020, a true and accurate copy of the foregoing was served via U.S. Mail, postage prepaid, to the following:

Erik R. Schott  
204 Rainbow Lake Drive  
Villa Ridge, MO 63089

/s/ Anthony J. Debre  
ANTHONY J. DEBRE #67612 MO